



Total Window Solutions

TERMS AND CONDITIONS OF SALE

1. All terms of the contract between Total Window Solutions and the person signing the contract (the purchaser) are contained in this document. No representations or warranties are made or given by Total Window Solutions save as appear herein and in particular no guarantee or warranty is given that the installation will reduce, eliminate or be free from condensation.

2. Representatives, showroom samples, illustrations and descriptions in printed matter or otherwise conveyed are used to demonstrate a typical product and its composition. Items will be ordered in the way considered suitable by Total Window Solutions, due to continuous developments and improvements Total Window Solutions reserve the right to make modifications without prior notice.

3. Upon the purchaser and a duly appointed representative of Total Window Solutions signing this document a binding contract will be created in respect of the order details overleaf. The purchaser shall have a "cooling off period" of 7 days from the signing date in which to cancel the contract to which any monies taken will be refunded in full. Total Window Solutions reserve the right to cancel the contract as a result of an unsatisfactory survey report from the company surveyor or upon receipt of an unsatisfactory credit reference on the purchaser.

4. No variation to these standard terms and conditions of sale shall be binding upon Total Window Solutions unless made in writing by a representative of the company.

5. No omissions by Total Window Solutions whether by indulgence or otherwise or failure or delay in enforcing promptly Total Window Solutions rights hereunder shall be construed as a waiver of Total Window Solutions rights.

6. Total Window Solutions will make good any damage caused during the course of installation to plaster, rendering or brickwork immediately surrounding any window or door installed to a pre-decorative standard. It does not undertake to provide matching tiles, or specialised finishes such as tyrolean or pebbledash or to avoid damage to surrounding wallpaper, paintwork or other decorations or to carry out redecoration. Nor does it undertake to remove intact any panes of glass from old doors or windows required to be retained by the purchaser. Total Window Solutions accepts no responsibility for structural or other defects in the property at which the installation is carried out or for any damage resulting there from but any complaint or claim by the purchaser for compensation for the alleged damage caused by Total Window Solutions for which Total Window Solutions may be liable hereunder must be made within 14 days of the installation (or where such damage is only subsequently detectable within 14 days of the date at which such damage could reasonably have been expected to be detected) in default of which Total Window Solutions will accept no liability therefore. Total Window Solutions will not remove any soffit boarding or other products liable to contain asbestos. In such event the soffits will be covered only or the Purchaser must arrange disposal of such product.

The contract sum does not include the repair or replacement of any rotten wood or other defects found during the course of carrying out the work unless such work is specified on the schedule of work on the contract.

7. All glass used is of high quality but Total Window Solutions shall not be held responsible for minor imperfections or optical phenomena not guaranteed by the glass manufacturer.

8. The Purchaser shall inspect the completed installation and the units supplied and shall within seven days of delivery notify the Company of any alleged defect, shortage in quality, damage or failure to comply with the description or any other warranty. The Purchaser shall afford the Company an opportunity to inspect the installation within a reasonable time following delivery. If the Purchaser fails to comply with these provisions the installation and works shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the installation and the Purchaser will be deemed to have accepted the installation.

9. The Purchaser agrees to permit the Company access to the premises to which the product is to be installed during reasonable times to facilitate completion of the work and to permit the Company use of utilities and amenities on the site to facilitate completion.

10. If the work specified is not completed within the period specified to the purchaser then the purchaser may serve notice on Total Window Solutions requiring that the work be completed within such reasonable period which the purchaser may specify. (generally Total Window Solutions would consider 6 (six) weeks to be reasonable). If the work is not completed within such extended period then the purchaser may cancel the uncompleted work covered by the contract by service of written notice to that effect on Total Window Solutions. Notwithstanding the foregoing (1) Total Window Solutions shall not be liable for any delay in the completion in the work which arises from causes beyond the reasonable control of Total Window Solutions and in the event that time has been made the essence of the contract time shall not run during any period when delay on that account is operating and (2) cancellation of any uncompleted work shall be without prejudice to the purchaser's liability to pay for such part of the work as has been completed.

11. Total Window Solutions may, if deemed necessary by Total Window Solutions use third party contractors to carry out installations on their behalf. The chosen contractors will be suitably experienced and deemed competent by Total Window Solutions to carry out the tasks assigned to them and this under no circumstance affects the terms of the guarantee issued upon completion.

12. If the purchaser shall for any reason prevent Total Window Solutions from carrying out the installation at the agreed time then Total Window Solutions shall be entitled to make delivery of materials relating to the contract at any reasonable time there after to the installation address upon which the purchaser shall make payment to Total Window Solutions of an amount which shall total 90% of the contract value.

13. Responsibility for the safe keeping of the contract materials passes to the purchaser upon delivery at the installation property.

14. The contract sum does not include any additional costs that may be incurred relating to works below ground where insufficient ground conditions are found and an additional footing or foundation is required. It is assumed that the ground is suitable for standard strip foundations at a depth no more than one (1) meter. Nor does the contract sum include any additional costs relating to relocation of gully's, underground sewer or mains water supply pipes, BT, cable TV or any other service where there are no signs or access points visible from the surface of the ground at the point of survey.

15. Upon completion of the installation the Purchaser (*or representative of*) will be presented with a final invoice to which payment shall be made by the Purchaser (*or on the Purchaser's behalf*) to the Company representative presenting the invoice, such payment is to be made without deduction or set off. The Warranty relating to the Contract will be issued and come in to effect upon payment in full. The warranty agreement is invalid if there are outstanding payments on the Contract relating to it. Interest shall accrue on overdue invoices from the date when payment becomes due from day to day until the payment at the rate of 3% above HSBC base rate. All goods remain the property of Total Window Solutions until paid for in full.

Cheques to be made payable to **Total Window Solutions** or **TWS**.

These Terms And Conditions shall not be constructed so as to affect the statutory or common law rights of the purchaser